

**IN THE DISTRICT COURT OF THE UNITED STATES  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>TERRI WATSON,</b>	)	
	)	
<b>PLAINTIFF,</b>	)	
	)	
<b>VS.</b>	)	<b>CASE NO. 2:07-CV-639</b>
	)	
<b>NUVELL FINANCIAL SERVICES, LLC,</b>	)	
<b>a foreign limited liability company; and</b>	)	
<b>NATIONAL AUTO FINANCE COMPANY,</b>	)	
<b>a foreign corporation; and fictitious defendants</b>	)	
<b>A-Z, those persons, firms or corporations</b>	)	
<b>who are unknown at this time but who will</b>	)	
<b>be added by amendment when ascertained,</b>	)	
	)	
<b>DEFENDANTS.</b>	)	

**MOTION TO REMAND**

COMES NOW the Plaintiff and moves this Court to Remand this action to the Circuit Court of Covington County, Alabama and to remand the Defendants' pending Motion to Dismiss, as well. In support of this Motion, the Plaintiff offers the following:

1. The Defendants removed this case on grounds of complete diversity. The Defendants bears the burden of establishing the propriety of removal, and, therefore, of establishing the existence of federal jurisdiction. Leonard v. Enterprise Rent-a-Car, 270 F.3d 967 (11<sup>th</sup> Cir. 2002). Removal infringes upon state sovereignty and implicates central concepts of federalism. Removal statutes, therefore, must be construed narrowly, with all doubts resolved in favor of remand. Allen v. Christenberry, 327 F.3d 1290 (11<sup>th</sup> Cir. 2003); Newman v. Spectrum Stores, Inc., 109 F. Supp. 2d 1342 (M.D. Ala. 2000).

2. This Court lacks jurisdiction under 28 U.S.C. § 1332 because the amount in controversy does not exceed this Court's jurisdictional limit of \$75,000.00. The Complaint, itself,

limits recovery to an amount below the jurisdictional limit for diversity jurisdiction. Moreover, Counsel for the Plaintiff, by affidavit, affirms that the amount in controversy does not exceed this Court's jurisdictional limit, and did not exceed the limit on the date that the Complaint was filed. In support of this Motion, the Plaintiff offers the affidavit attached hereto as Exhibit "A."

3. Upon remand of this action, consideration of the Defendant's Motion to Dismiss is pretermitted by the Court's determination that it does not have jurisdiction. University of S. Ala. v. American Tobacco Co., 168 F.3d 405 (11<sup>th</sup> Cir. 1999); Adams v. Charter Communications, VII, LLC, 356 F. Supp. 2d 1268 (M.D. Ala. 2005).

WHEREFORE, for the above reasons, the Plaintiff moves this Court to Remand this entire matter to the Circuit Court of Covington County, Alabama.

s/Thomas B. Albritton  
Thomas B. Albritton (ALB009)  
Attorney for Plaintiff

OF COUNSEL:  
ALBRITTONS, CLIFTON, ALVERSON  
MOODY & BOWDEN, P.C.  
P.O. Box 880  
Andalusia, AL 36420  
(334)-222-3177  
(334)-222-2696

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the foregoing upon all counsel of record in this cause by e-service on this, the 13th day of August, 2007:

G. Thomas Yearout  
Paul K. Lavelle  
YEAROUT, SPINA & LAVELLE, P.C.  
1500 Urban Center Drive, Suite 450  
Birmingham, AL 35242

s/Thomas B. Albritton  
Of Counsel

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<b>who are unknown at this time but who will</b>	)	
<b>be added by amendment when ascertained,</b>	)	
	)	
<b>DEFENDANTS.</b>	)	

**AFFIDAVIT OF COUNSEL**

COMES NOW the undersigned, counsel for the Plaintiff, and after being duly sworn, states under oath as follows:

1. My name is Thomas B. Albritton and I am counsel for the Plaintiff, Terri Watson, who has filed suit against Nuvell Financial Services, LLC, Nuvell and National Auto Finance LLC d/b/a National Auto Finance Company.
2. On the date that I filed the above-styled Complaint, I did not intend to seek damages in an aggregate amount that exceeds \$75,000.00, exclusive of interest and costs.
3. I irrevocably agree that the amount of damages claimed by me in this action does not exceed \$75,000.00, exclusive of interest and costs and the Plaintiff's damages do not exceed \$75,000.00, exclusive of interest and costs.
5. I will not under any circumstances accept a judgment in this case in excess of \$75,000.00, exclusive of interest and costs.

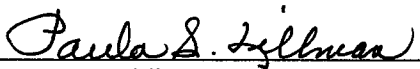
FURTHER AFFIANT SAYETH NOT.

  
Thomas B. Albritton

STATE OF ALABAMA     )  
COVINGTON COUNTY    )

I, Paula S. Tillman, a Notary Public in and for said County, in said State, hereby certify that Thomas B. Albritton, whose name is signed to the foregoing affidavit and who is known to me, after first being duly sworn, acknowledged before me on this day that, being informed of the contents of this document, and having reviewed same, that said document is true; he then executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of August  
2007.

  
Notary Public

My commission expires: July 20, 2010